

June 20, 2005

Ms. Christy L. Zehner
Secretary to the Commission
Public Service Commission of Wisconsin
610 North Whitney Way
P.O. Box 7854
Madison, WI 53707-7854

Re: Application for Approval of a request from the City of Reedsburg acting through the Reedsburg Utility Commission to Opt-In to existing Local Traffic Exchange Agreement with Tech Com, Inc.

Dear Ms. Zehner:

CenturyTel hereby requests approval, pursuant to 47 USC §251(b)(5) and 251(b)(2), of the request from Reedsburg Utility Commission. ("RUC") to opt-in to an existing Local Traffic Exchange Agreement that was approved by the Public Service Commission of Wisconsin as an effective agreement on March 24, 2004, between CenturyTel and Tech Com, Inc. ("Tech Com") by Docket 05-TI-1025, copies attached.

I have been authorized by RUC to submit for Commission approval, pursuant to 47 USC §251(b)(5) and 251(b)(2), the enclosed Opt-in Letter Agreement.

I hereby certify that a copy of the filing has been served by US Postal Service on June 20, 2005, as follows:

David Mikonowicz, Manager Reedsburg Utility Commission 501 Utility Court P.O. Box 230 Reedsburg, WI 53959 608-524-4381

Brad Niebuhr Communications Supervisor Reedsburg Utility Commission 501 Utility Court P.O. Box 230 Reedsburg, WI 53959 608-524-4281 Ms. Christy L. Zehner June 20, 2005 Page Two

If you have any questions, please give me a call at 608-796-7894. Thank you.

Sincerely,

/s/ Francis J. Runkel Regional Director

Carrier Relations

FJR:kp

Attachments

cc: Ken.Barth@psc.state.wi.us

Francis J. Runkel

<u>Lorenzo.Cruz@CenturyTel.com</u> <u>Joey.Bales@CenturyTel.com</u> P.O. Box 4800 La Crosse, WI 54602-4800

CERTIFIED MAIL 7002 2410 0004 1616 4642 RETURN RECEIPT REQUESTED



Reedsburg Utility Commission Attn: David Mikonowicz, Manager 501 Utility Court P.O. Box 230 Reedsburg, WI 53959

June 7, 2005

RE: Opt-In to existing Traffic Exchange Agreement - Reedsburg Utility Commission

Dear Mr. Mikonowicz:

CenturyTel has received a request from the City of Reedsburg, Wisconsin acting through the Reedsburg Utility Commission (referred to as "Reedsburg Utility Commission"), stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), Reedsburg Utility Commission wishes to adopt the terms of the Local Traffic Exchange Agreement ("Agreement") between CenturyTel of Central Wisconsin, LLC, CenturyTel of the Midwest-Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC (referred to as "CenturyTel") and Tech Com, Inc. ("Tech Com") that was approved by the Public Service Commission of Wisconsin on March 24. 2004 as an effective agreement in the State of Wisconsin in Docket No. PSCW Docket 05-TI-1025 (the "Terms"). This letter shall confirm that you have a copy of the Terms. Please note the following with respect to Reedsburg Utility Commission's adoption of the Terms.

By your countersignature on this letter, you hereby represent and commit to the following:

- 1. Except as set forth below, Reedsburg Utility Commission adopts the Terms of the Tech Com, Inc. Traffic Exchange Agreement for interconnection and traffic exchange with CenturyTel and in applying the Terms, agrees that Reedsburg Utility Commission shall be substituted in place of Tech Com in the Terms wherever appropriate.
- 2. Reedsburg Utility Commission requests that notice to Reedsburg Utility Commission as may be required under the Terms shall be provided as follows:

To:

David Mikonowicz, Manager Reedsburg Utility Commission 501 Utility Court P.O. Box 230 Reedsburg, WI 53959

Telephone: 608-524-4381 608-524-2423 E-mail:davem@mwt.net

With a copy to: Brad Niebuhr

Communications Supervisor Reedsburg Utility Commission

501 Utility Court P.O. Box 230

Reedsburg, WI 53959 Telephone: 608-524-4381 Fax: 608-524-2423 E-mail:bradn@mwt.net

- 3. Reedsburg Utility Commission represents and warrants that it is has obtained authority from the Public Service Commission of Wisconsin to provide local exchange service in Wisconsin.
- 4. Reedsburg Utility Commission's adoption of the Tech Com Terms shall become effective upon CenturyTel's filing of this letter with the Public Service Commission of Wisconsin and shall be subject to any termination conditions contained in Section 7 of the adopted Agreement.
- 5. The Parties agree to limit this adoption letter to exchange of ECC traffic between CenturyTel's Baraboo, Wonewoc, and North Freedom rate centers with Reedsburg's Utility Commission Reedsburg rate center.
- 6. The Parties agree to continue to exchange ECC traffic between the CenturyTel Baraboo switch (BARBWI01DSA) and the Reedsburg switch (LAVAWISADS2). Currently there are 24 trunks established between the Parties' two switches. Reedsburg Utility Commission will continue to provide an interconnection point at the Baraboo switch or a meet point within the Baraboo exchange.
- 7. As the Terms are being adopted by Reedsburg Utility Commission pursuant to its statutory rights under Section 252(i), CenturyTel does not provide the Terms to Reedsburg Utility Commission as either a voluntary or negotiated agreement. The filing and performance by CenturyTel of the Terms does not in any way constitute a waiver by CenturyTel of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyTel of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Reedsburg Utility Commission's 252(i) election.
- 8. The Terms shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) to bring them into compliance with such law, rule, or regulation.
- 9. Unless an explicit exemption is created with the Terms, the Terms shall be subject to any and all applicable laws, rules, or regulations, including those that subsequently may be

prescribed by federal, state, or local government authority, or any court on appeal thereof. The Parties agree to modify, in writing, the affected term(s) and condition(s) of the Terms as necessary to conform them with such law, rule or regulation. If the Parties are unable to agree to such a written amendment, either Party may seek Dispute Resolution according to the Terms.

- CenturyTel reserves the right to deny any Reedsburg Utility Commission adoption and/or 10. application of the Terms, in whole or in part, at any time:
 - when the costs of providing the Terms to Reedsburg Utility Commission are (a) greater than the costs of providing them to Tech Com;
 - if the provision of the Terms to Reedsburg Utility Commission is not technically (b) feasible; and/or to the extent Reedsburg Utility Commission already has an existing interconnection agreement (or existing 252(i) adoption) with CenturyTel and the Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the existing 252(i) adoption).
 - 11. Should Reedsburg Utility Commission attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, CenturyTel reserves its rights to seek appropriate legal and/or equitable relief.
 - 12. The Parties acknowledge that CenturyTel asserts that it is a rural telephone company (as defined in 47 U.S.C. 153) as provided by 47 U.S.C. 251(f). By entering into this opt-in agreement, CenturyTel is not waiving its right to maintain at some point during the term of the Agreement that it is a rural telephone company entitling it to exemption under 47 U.S.C. 251(f).

Please indicate your agreement to the provisions of this letter by signing two (2) copies of this letter on the space provided below and return to Francis J. Runkel, Regional Director of Carrier Relations, 333 North Front Street, La Crosse, WI 54601.

City of Reedsburg, Wisconsin
acting through the
Dandshaue Hillier Campinian

Reeasourg Utility Commission

David Mikonow (z, Manager

Date Signed:

CenturyTel of the Midwest-Kendall, LLC

Francis J. Runkel, Regional Director

Carrier Relations

Date Signed:

Opt-In to Existing Local Traffic Exchange Agreement Reedsburg Utility Commission and CenturyTel Page 3 of 3

LOCAL TRAFFIC EXCHANGE AGREEMENT

This Local Traffic Exchange Agreement ("Agreement") is effective as of January 1, 2004, by and between Tech Com, Inc. ("Tech Com") and CenturyTel of the Midwest–Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC and CenturyTel of Central Wisconsin, LLC ("CenturyTel"), individually referred to as Party and collectively referred to as the "Parties".

WHEREAS, CenturyTel is an incumbent local exchange carrier with authority from the Public Service Commission of Wisconsin ("PSCW or Commission") to provide local exchange services to several exchanges in Wisconsin;

WHEREAS, Tech Com has obtained authority from the Commission to provide local exchange service within the Verizon North, Inc. Reedsburg and Richland Center exchanges. Currently Extended Community Calling ("ECC") exists between the Reedsburg exchange and the Baraboo, North Freedom and Wonewoc exchanges of CenturyTel and between the Richland Center exchange and the Avoca and Muscoda exchanges of CenturyTel; herein referred to as Local Traffic ("Local Traffic").

In consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

- 1. Tech Com and CenturyTel agree to exchange only Local Traffic pursuant to this Agreement. Local Traffic originated or terminated to Tech Com's end users located in the Reedsburg or Richland Center rate centers will be exchanged over interconnection facilities between the Parties' switches.
- 2. Any traffic exchanged by the Parties other than Local Traffic shall be subject to the applicable state or interstate access charges. This provision in no way limits either Party's rights under the Communications Act of 1934, as amended, State laws or regulatory decisions.
- 3. The Parties have agreed to a network trunking plan for routing the Local Traffic between the Parties. Any changes to the plan will be mutually agreed to by the Parties.
- 4. The Parties agree to terminate Local Traffic on a bill and keep basis of compensation. Bill and keep shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party for Local Traffic, regardless of any charges the originating Party may assess its end users.
- 5. The Parties agree to load each other's NPA/NXX codes rated within the Local Traffic calling scope, which may change from time to time, into their respective switch translation databases in a reasonable and timely manner, in accordance with standard industry practices.

- 6. Parties agree to interconnect their SS7 (Signaling System 7) networks either directly or through third parties. Parties further agree to exchange TCAP messages that are necessary to provide call management features (automatic callback, automatic recall, and screening list editing) between the Tech Com local STPs (Signaling Transfer Points) and the STPs that provide connectivity with the CenturyTel local switch. The Parties agree to set message screening parameters so as to accept messages from any switching systems destined to any signaling point in the SS7 network with which the Parties have a legitimate signaling relation. The Parties further agree to exchange and load point code information in a reasonable and timely manner in accordance with standard industry practices. Neither Party will bill the other Party for exchange of these TCAP (Transaction Capabilities Application Part) messages.
- 7. This Agreement shall commence when fully executed and have an initial term of one year from the effective date as stated above. This Agreement will automatically renew for successive one year periods, unless either Party requests renegotiation or gives notice of termination at least sixty (60) days prior to the expiration of the initial or any renewal term. In the event a Party requests to renegotiate this Agreement and such renegotiation does not conclude prior to expiration of this Agreement or a Party gives notice of termination and the other Party requests a replacement agreement and a replacement agreement is not reached prior to the expiration of this Agreement, this Agreement shall continue in full force and effect until replaced by a superseding agreement. In the event the Parties fail to agree to such a replacement agreement. either Party may, at any time during the negotiations, invoke the provisions of paragraph 10 of this Agreement. In such event, this Agreement shall continue in effect pending the adoption of a replacement agreement. Nothing in this provision shall prevent the Parties from voluntarily modifying this Agreement in writing. The Parties agree to obtain all necessary regulatory approvals of such amendments or replacement In the event of a termination of this Agreement or of any agreements. telecommunications service provided hereunder, the Parties shall work cooperatively to minimize any potential interruptions of service and/or other disruptions or inconveniences to the Parties' end users.
- 8. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.
- 9. Any assignment by either Party of any right, obligation, or duty under this Agreement, in whole or in part, or of any interest in this Agreement, without the written consent of the other Party, which consent shall not be unreasonably withheld, shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a subsidiary or affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

- 10. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution shall occur in no event later than sixty (60) days from the date of submission of such dispute.
- 11. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses of the expert(s) or facilitator(s) so incurred. During the Commission proceeding, each Party shall continue to perform its obligations under this Agreement; provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.
- 12. If either Party ("Defaulting Party") materially breaches any material provision of this Agreement, and such failure or breach continues for 30 days after written notice thereof from the other Party, the other Party may, by written notice, terminate the Agreement. The Party receiving written notice regarding the breach may correct the breach within the 30-day period, in which case the Agreement shall not terminate.
- 13. Except for a Party's willful or intentional misconduct, neither Party shall be liable to the other for any lost profits or revenues or for any indirect, incidental, special, punitive or consequential damages arising out of or related to this Agreement or the provision of service hereunder. A repeated breach of a material obligation under this Agreement may be offered as evidence of willful or intentional misconduct.

14. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

15. Indemnification.

a. Each Party (the "Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage or expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence (but only to the extent of such negligence) or willful or intentional misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its

obligations under this Agreement. In addition, the Indemnifying Party will, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified Party.

- Ь. The Indemnified Party will (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party. Indemnified Party also will cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, provided, however, that if there are reasonable defenses in addition to those asserted by the Indemnifying Party, the Indemnified Party and its counsel may direct such defenses, which shall be at the expense of the Indemnifying Party.
- c. The Indemnifying Party will not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance with the Indemnified Party or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense. In no event shall the Indemnifying Party settle a third party claim or consent to judgment with regard to a third party claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.
- 16. Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action or other privilege.
- 17. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure, or unusually severe weather ("Force Majeure Event"). If either Party is unable to perform due to a Force Majeure Event, the other Party shall continue to perform to the extent it is able to do so.

- 18. Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.Confidential Information
 - To the extent permitted by applicable law, all information which is а. disclosed by one Party ("Disclosed Party") to the other Party ("Recipient") in connection with this Agreement shall automatically be deemed proprietary to the Disclosing Party and subject to this Agreement, unless confirmed in writing to be exempt from this Agreement. In addition, by way of example and not limitation. technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission and similar information shall be deemed Confidential Information. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement.
 - Recipient shall have no obligation to safeguard Confidential b. Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions by Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Recipient has provided Disclosing Party with written notice of such requirement as soon as possible and prior to disclosure, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.
 - c. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall

not be exclusive, but shall be in addition to all other remedies available at law or in equity.

- d. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information
- 19. All notices or other communication hereunder shall be deemed to have been duly given when made in writing by facsimile, electronic mail, delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

If to CenturyTel:

CenturyTel

Attention: Corporate Carrier Relations

100 CenturyTel Park Drive

Monroe, LA 71203

Telephone number: (318) 388-9000 Facsimile number: (318) 388-9072

Copy to: CenturyTel

Regional Carrier Relations Manager

333 North Front Street La Crosse, WI 54601

Telephone number: (608) 796-7894 Facsimile number: (608) 796-7890

fran.runkel@centurytel.com

If to Tech Com:

Tech Com, Inc.:

ATTN: Edwin W. Keller

1027 North Jefferson Street, PO Box 409

Richland Center, WI 53581

Telephone number: 608-649-6060 Facsimile number: 608-647-4265 Internet Address: ekeller@mwt.net

Copy to:

Tech Com, Inc.: ATTN: David Lull

202 East Street PO Box 67

Blue River, WI 53518

Telephone number: 608-537-2461 Facsimile number: 608-537-2222 Internet Address: djlull@mwt.net

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

- 20. If any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of the Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.
- 21. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.
- 22. This Agreement constitutes the entire matter hereof and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

- 23. This Agreement may be executed in counterparts and such counterparts shall together constitute one and the same instrument.
- 24. This Agreement shall be governed by and construed in accordance with the federal and domestic laws of the State of Wisconsin and shall be subject to the exclusive jurisdiction of the courts therein.

(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)

Tech Com and CenturyTel hereby authorize and execute this Agreement.

Eduin Kellen Signature	CenturyTel of Central Wisconsin, LLC CenturyTel of the Midwest-Wisconsin, LLC CenturyTel of the Midwest- Kendall, LLC Signature
Ερωιλ Κειιεκ Name Printed or Typed	Guy Miller Name Printed or Typed
<u>CEO</u> Title	Corporate Director of Carrier Relations Title
12-31- <i>ର୍ଷ</i> ୍ଟେମ	Date Date

DATE MAILED MAR 2 4 2004

BEFORE THE

PUBLIC SERVICE COMMISSION OF WISCONSIN

Application for Approval of the Interconnection Agreement Between CenturyTel, Inc. and Tech Com, Inc.

05-TI-1025

ORDER APPROVING INTERCONNECTION AGREEMENT

The Commission approves the Agreement between CenturyTel, Inc. (CenturyTel), and Tech Com, Inc. (Tech Com), dated January 12, 2004. This agreement is with CenturyTel's local exchange companies: CenturyTel of the Midwest-Wisconsin, LLC; CenturyTel of the Midwest-Kendall, LLC; and CenturyTel of Central Wisconsin, LLC. The parties requested Commission approval of the Agreement by letter received March 4, 2004, from CenturyTel. CenturyTel asserts that it is authorized by Tech Com to submit this application on its behalf, and CenturyTel has certified that a copy of the Agreement was sent to Tech Com. Opportunity to comment was given, but no comments were received. A list of persons interested in this proceeding may be found in Appendix A.

Pursuant to 47 U.S.C. § 252(e)(2)(A), the Agreement, because it was adopted by negotiation, could have been rejected only if the Commission found that the Agreement discriminates against a telecommunications carrier not a party to the Agreement, or the implementation of such Agreement or portion thereof is not consistent with the public interest, convenience, and necessity.

Notwithstanding, the approval as stated above, the Commission determined that there is no evidence that the Agreement discriminates against any specific provider or is inconsistent with the public interest. As the Agreement promotes competition, consumer choice, and the development of additional telecommunications infrastructure in Wisconsin, approval of the Agreement would be consistent with at least three public interest factors enumerated in Wis. Stat. § 196.03(6). Other statutory factors not considered are either not relevant or outweighed by the factors cited above. The Commission concludes that the Agreement satisfies the public interest under Wis. Stat. § 196.03(6), and the criteria for approval under 47 U.S.C. § 252(e)(2)(A).

The Commission construes the Agreement between CenturyTel and Tech Com as based solely on the needs and interests of these parties. This Commission order does not constitute a Commission adoption of any substantive term or provision of the Agreement as a policy of the Commission applicable generally to other telecommunications providers or specifically to providers seeking interconnection with CenturyTel.

Approval of this voluntary interconnection agreement is issued under 47 U.S.C. § 252(e), and Wis. Stat. § 196.199(2) as recognized under Wis. Admin. Code § PSC 2.01 (June 2002), by Commission delegated action of September 26, 2002. Furthermore, the Commission is issuing this approval order under the Commission's "Interim Procedures for Negotiations, Mediation, Arbitration, and Approval of Agreements" in docket 05-TI-140; Wis. Stat. §§ 196.02, 196.03, 196.04, 196.199, 196.219, 196.26, 196.28, 196.39, 196.395, 196.40, 196.44, and other provisions of Wis. Stat. ch. 196, as may be pertinent hereto; and provisions of the Telecommunications Act

of 1996, Pub. L. 104-104, 110 Stat. 56 (1996), that the Commission may apply within its

discretion and jurisdiction under Wis. Stat. ch. 196.

Dated at Madison, Wisconsin 24 March 2004

For the Commission:

Telecommunications Division

GAE:KGB:reb:g:\order\pending\05-TI-1025

ce: Records Management/MFC

See Attached Notice of Appeal Rights

Notice of Appeal Rights

Section 252(e)(6) of the federal Telecommunications Act of 1996, provides that any party aggrieved by this determination may bring an action in an appropriate Federal district Court to determine whether the agreement meets the requirements of §§ 251 and 252 of that Act.

Notice is hereby given that a person aggrieved by the foregoing decision has the right to file a petition for judicial review as provided in Wis. Stat. § 227.53. The petition must be filed within 30 days after the date of mailing of this decision. That date is shown on page one. If there is no date on page one, the date of mailing is shown immediately above the signature line. The Public Service Commission of Wisconsin must be named as respondent in the petition for judicial review.

This general notice is for the purpose of ensuring compliance with Wis. Stat. § 227.48(2) and does not constitute a conclusion or admission that any particular party or person is necessarily aggrieved or that any particular decision or order is final or judicially reviewable.

rev. 11/17/98

APPENDIX A

This proceeding is not a contested case under Wis. Stat. ch. 227, therefore there are no parties to be listed or certified under Wis. Stat. § 227.47. However, the persons listed below participated.

Public Service Commission of Wisconsin (Not a party but must be served) 610 North Whitney Way P.O. Box 7949 Madison, WI 53707-7949

Mr. Fran Runkel CenturyTel 333 North Front Street La Crosse, WI 54601

Mr. Edwin Keller Tech Com, Inc. 1027 North Jefferson Street Richland Center, WI 53581